

TOWN OF PEPPERELL, MASSACHUSETTS

RENEWAL CABLE TELEVISION LICENSE

GRANTED TO

CHARTER COMMUNICATIONS ENTERTAINMENT I, LLC

MARCH 2002

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RENEWAL LICENSE AGREEMENT

THIS RENEWAL LICENSE AGREEMENT (hereinafter the "Renewal License"), made and entered into on the 25th day of February in this year of 2002 by and between the Town of Pepperell, Massachusetts, a municipal corporation of the Commonwealth of Massachusetts (hereinafter the "Town"), and Charter Communications Entertainment I, LLC (hereinafter the "Licensee").

WITNESSETH THAT

WHEREAS, pursuant to M.G. L. c. 166A, the Town is authorized to grant and renew one or more nonexclusive revocable Licenses to operate, construct, maintain and reconstruct a Cable Television system within the Town; and

WHEREAS, the Town, after due evaluation of the Licensee, and after public hearings, has determined that it is in the best interest of the Town and its residents to renew the License held by the Licensee;

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1. GENERAL PROVISIONS

1.1 Definitions.

Capitalized terms used in this Renewal License shall be defined as set forth in this document in section 1.3 unless (i) otherwise defined herein or (ii) the context otherwise requires.

1.2 Written Notice.

All notices, reports or demands required or permitted to be given under this Renewal License shall be in writing and shall be deemed to be given when delivered personally to the party designated below, or when five (5) days have elapsed after any such notice, report or demand has been deposited in the United States mail in a sealed envelope, with registered or certified mail, postage prepaid thereon, or on the next business day if sent by Express Mail or nationally recognized overnight air courier addressed to the party to which notice, report or demand is being given, as follows:

If to Town: Town of Pepperell
One Main Street
Pepperell, Massachusetts 01463-1644
Attn: Pepperell Board of Selectmen

If to Licensee: Charter Communications
95 Higgins Street
Worcester, MA 01606
Attn: Group Operations Director

Charter Communications
12444 Powerscourt Drive
St. Louis, MO 63131
Attn: M. Celeste Vossmeier, Esq.

Such addresses may be changed by either party upon written notice to the other party given as provided in this Section.

1.3 Glossary of Definitions.

For the purpose of this Renewal License, the following words, terms, phrases and their derivations shall have the meanings given herein, unless the context clearly requires a different meaning. When not inconsistent with the context, the masculine pronoun includes the feminine pronoun, words used in the present tense include the future tense, words in the plural number include the singular number and words in the singular number include the plural number. All capitalized terms used in the definition of any other term shall have their meaning as otherwise defined in this Section. The words "shall" and "will" are mandatory and "may" is permissive. Words not defined shall be given their common and ordinary meaning.

Access: The right or ability of any Pepperell resident or any persons affiliated with any Pepperell institution to use designated facilities, equipment and/or channels of the Cable Television System, subject to the conditions and procedures established for such use.

Access Channel: A video channel which Licensee shall make available to the Town, without charge to the Town or access producers, for the purpose of transmitting programming by Pepperell residents, Town departments and agencies, public schools, educational, institutional and similar organizations.

Affiliate or Affiliated Person: Any Person who or which directly or indirectly controls and owns an interest in Licensee; any Person which Licensee directly or indirectly controls and in which Licensee owns an interest; and any Person directly or indirectly subject to control and owned in whole or in part by a Person who or which directly or indirectly controls and owns an interest in Licensee.

Basic Service: The lowest service tier, other than a Pay Cable Service, distributed over the Cable System, which includes, without limitation, all Public, Educational and Governmental

Access Channels and all broadcast Signals, if any, required to be carried on Basic Service pursuant to federal law, or this Renewal License to the extent it is not inconsistent with federal law.

Board: The Board of Selectmen of the Town of Pepperell.

CMR: The acronym for Code of Massachusetts Regulations.

Cable Act, or Act: The Cable Communications Policy Act of 1984, Pub. L. No.98-549, 98 Stat. 2779 (1984) as amended by the Cable Television Consumer Protection and Competition Act of 1992, Pub. L. No.102-385, 102 Stat. 1460(1992) and the Telecommunications Act of 1996, Pub. L. No.104-104, 110 Stat. 56 (1996) and as the same may, from time to time, be amended.

Cable Service: The one-way, or two way, transmission to multiple Subscribers of Video Programming, or Other Programming Services; and Subscriber interaction, if any, which is required for the selection or use of such Video Programming, or Other Programming Service.

Cable Television System, System or Cable System: A facility, consisting of a set of closed transmission paths and associated signal generation, reception and control equipment that is designed to provide Cable Services, but such term does not include:

A facility that serves only to retransmit the television signals of one or more television broadcast stations.

A facility that serves subscribers without using any public right-of-way;

A facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the Communications Act of 1934, as it may be amended, except that such facility shall be considered a cable system (other than for purposes of 47 U.S.C. §541(c)) to the extent such facility is used in the transmission of Video Programming directly to subscribers;

An Open Video System within the meaning of 47 CFR 76.1500; or

Any facilities of any electric utility used solely for operating its electric utility systems.

Channel or Cable Channel: A portion of the electromagnetic frequency spectrum which is used in a Cable System and which is capable of delivering a television channel as defined by the FCC by regulation.

Converter/receiver: Any device changing the frequency of a Signal. A Subscriber converter may expand reception capacity and/or unscramble coded Signals distributed over the Cable System.

Downstream Channel: A channel over which Signals travel from the Cable System Headend to an authorized recipient of programming.

Drop or Cable Drop: The cable line (owned by Licensee) that connects each home or building to the feeder line of the Cable System.

Educational Access Channel: A specific channel(s) or portion(s) thereof on the Cable System made available by Licensee to educational institutions and/or educators wishing to present non-commercial educational programming and/or information to the public.

FCC: The Federal Communications Commission, or any successor agency.

Franchise Fee: Includes any tax, fee or assessment of any kind imposed by the Town or other governmental entity on Licensee or the Subscribers, or both, solely because of their status as such. The term "Franchise Fee" does not include: (i) any tax, fee or assessment of general applicability (including any such tax, fee or assessment imposed on both utilities and cable operators or their services but not including a tax, fee or assessment which is unduly discriminatory against Licensee or Subscribers); (ii) requirements or charges incidental to the awarding or enforcing of this Renewal License, including payments for bonds, security funds, letters of credit, insurance, indemnification, penalties, or liquidated damages- or (iii) any fee imposed under Title 17 of the United States Code.

Government Access Channel: A specific channel(s) or portion(s) thereof on the Cable System made available by Licensee to the Issuing Authority and/or its designees wishing to present non-commercial programming or information to the public.

Gross Annual Revenues: Compensation, in whatever form exchange, or otherwise, received by the Licensee for the provision of Cable Service over the Cable System within the Town, including without limitation: Basic Service monthly fees; Pay Cable, Premium Service and Pay-Per-View fees; installation and reconnection fees; leased channel fees; Other Programming fees; converter rentals; fees received from independent programmers; cable modem revenues; and interest on subscriber deposits (unless returned to the subscriber). Gross Annual Revenues shall not include (1) any taxes on services furnished by the Licensee which are imposed upon any subscriber or user as opposed to Licensee) by the State, Town or other governmental unit and collected by the Licensee on behalf of said governmental unit, (2) Franchise Fees paid by Licensee to the FCC, the State or the Town and collected from Subscribers through charges to Subscribers; (3) programming revenues of any Affiliate whose programming is carried on the system where such revenues are paid to said Affiliate by the Licensee and recovered by the Licensee through charges to subscribers that are included in Gross Revenues; (4) to the extent consistent with generally accepted accounting principles, adjustments to cash receipts and non-operating cash receipts for bad debts, refunds, credit adjustments, returned checks and asset sales when such sales do not occur in the ordinary course of business; and (5) revenues of any Affiliate from the sale of merchandise, including subscriptions to periodicals, as a result of or due to advertising on the system.

Headend: The electronic control center of the Cable System containing equipment that receives, amplifies, filters and converts incoming Signals for distribution over the Cable System.

I-Net or Institutional Network: The separate single trunk network consisting of Upstream and Downstream Channels to a finite number of locations, said Channels for the noncommercial use of the Issuing Authority and its designees.

Issuing Authority: The Board of Selectmen of the Town.

Leased Channel or Leased Access: A video channel that the Licensee shall make available pursuant to Section 612 of the Cable Act.

License: The license granted to Licensee by section 2. 1 (a) of this Renewal License.

Licensee: Charter Communications Entertainment I, LLC, or any successor or transferee in accordance with the terms and conditions in this Renewal License.

License Fee: The payments to be made by Licensee to the Town, which shall have the meaning as set forth in M.G.L. c. 166A, § 9.

NTSC: The acronym for the National Television Systems Committee.

Normal Business Hours: Those hours during which most similar businesses in the Town are open to serve customers. In all cases, "Normal Business Hours" must include some evening hours at least one night per week and/or some weekend hours.

Other Programming Service: Information that Licensee makes available to all Subscribers generally.

Outlet: An interior receptacle, generally mounted in a wall, that connects a subscriber's or User's television set to the Cable System.

Pay Cable or Premium Services: Programming delivered for a fee or charge to Subscribers on a per channel basis, or as a package of services.

Pay-Per-View: Programming delivered for a fee or charge to Subscribers on a per-program or time basis.

PEG: The acronym for "public, educational and governmental," used in conjunction with Access Channels, support and facilities.

PEG Access Channels: Any channel(s) or portion(s) thereof on the Cable System made available by Licensee to the Town for the use of Pepperell residents and/or organizations wishing to present non-commercial programming and/or information to the public.

Person: Any corporation, partnership, limited partnership, association, trust, organization, other business entity, individual or group of individuals acting in concert.

Public Access Channel: A specific channel(s) or portion(s) thereof on the- Cable System made available by Licensee to the Town for the use of Pepperell residents and/or organizations wishing to present non-commercial programming and/or information to the public.

Public Way or Street: The surface of, as well as the spaces above and below, any and all public streets, avenues, alleys, highways, boulevards, concourses, driveways, bridges, tunnels, parks, parkways, waterways, bulkheads, piers, dedicated public utility easements or any other easements or rights of way dedicated for compatible uses, and public grounds and/or waters and all other publicly owned real property within or belonging to the Town, now or hereafter existing. Reference herein to "Public Way" or "Street" shall not be construed to be a representation or guarantee by the Town that its property rights are sufficient to open its use for any purpose, or that the Licensee shall gain or be permitted to exercise any rights to use property in the Town greater than those already possessed by the Town.

Scramble/Encode: The electronic distortion of a Signal(s) in order to render it unintelligible or not receivable without the use of a Converter or other decoding device.

Service: Any Basic Service or Standard (Cable) Service, any Pay (Cable) Service, any other Cable Service, which is offered to any Subscriber in conjunction with, or which is distributed over, the Cable System.

Service Area: The geographic area within the Town served by Licensee as of the Execution Date of this License subject to the provisions of section 4.6 hereof.

Signal: Any transmission of electromagnetic or optical energy that carries Video Programming from one location to another.

State: The Commonwealth of Massachusetts.

Subscriber: Any Person, firm, corporation or other entity who or which elects to subscribe to, for any purpose, a Service provided by the Licensee by means of or in connection with, the Cable Television System.

Subscriber Network: The 870 MHz and/or Digital Compression Technology single trunk network to be owned and operated by the Licensee, over which Signals can be transmitted to Subscribers.

Town: The Town of Pepperell, Massachusetts.

Town Attorney: The Town Attorney of the Town of Pepperell, Massachusetts.

Trunk and Feeder Cable Distribution System: That portion of the Cable System for the delivery of Signals, but not including Drop cables to Subscribers residences.

Upstream Channel: A channel over which Signals travel from an authorized location to the Cable System Headend.

User: A Person utilizing the Cable Television System, including all related facilities for purposes of production and/or transmission of electronic or other Signals as opposed to utilization solely as a Subscriber.

Video Programming or Programming: Programming provided by, or generally considered comparable to programming provided by, a television broadcast station.

SECTION 2. RENEWAL OF LICENSE

2.1 Grant.

- (a) Pursuant to the authority of Chapter 166A of the General Laws of the Commonwealth of Massachusetts, and subject to the terms and conditions set forth herein, the Board of Selectmen of the Town of Pepperell, Massachusetts, as the Issuing Authority of the Town, hereby grants a non-exclusive, revocable cable television renewal license to the Licensee, authorizing and permitting the Licensee to upgrade, construct, install, operate and maintain a Cable Television System within the corporate limits of the Town of Pepperell, Massachusetts.
- (b) This Renewal License is subject to the terms and conditions contained in Chapter 166A of the General Laws of the Commonwealth of Massachusetts; the regulations of the FCC; the Cable Act; and all Town, State and federal statutes and ordinances of general application (together, "Applicable Law"). Unless otherwise specified, any reference to such Applicable Law, whether statutory or regulatory, shall be deemed to encompass the present terms thereof as amended from time to time during the term of this Renewal License.
- (c) Subject to the terms and conditions herein, the Issuing Authority hereby grants to the Licensee the right to upgrade, construct, install, operate and maintain a Cable Television System in, under, over, along, across or upon the Public Ways under the jurisdiction of the Town within the municipal boundaries and subsequent additions thereto, including property over, under or on which the Town has an easement, right-of-way or other compatible use, for the purpose of cable television system reception, transmission, collection, amplification, origination, distribution, and redistribution of video, data, text, audio or other signals in accordance with Applicable Law.
- (d) In exercising rights pursuant to this Renewal License, the Licensee shall not endanger or interfere with the lives of Persons, interfere with any installations of the Town, any public utility serving the Town or any other Persons permitted to use Public Ways and places. Grant of this Renewal License does not establish priority for use over other present or future permit holders or the Town's own use of Public Ways and places.

- (e) By executing this Renewal License, the Licensee acknowledges that its rights are subject to the powers of the Town to adopt and enforce ordinances of general applicability and not specific either to cable television or to this Renewal License, necessary to the safety of the public. The Renewal Licensee shall comply with all Applicable Laws and ordinances enacted by the Town pursuant to any such powers.
- (f) Upon termination of this Renewal License by passage of time or otherwise, and unless the Licensee renews its license for another term or the Licensee transfers its license to a transferee approved by the Issuing Authority, the Licensee shall remove its supporting structures, poles, transmission and distribution systems and all other appurtenances, but, at the discretion of the Issuing Authority, not its underground cable or conduit, from the public ways and places and shall restore all areas to the condition they were in immediately preceding removal. If such removal is not completed within six months after such termination, the Issuing Authority may deem any property not removed as having been abandoned, and the Issuing Authority may dispose of the same in any way or manner it deems appropriate without liability of any type or nature to the Licensee.

2.2 Right of Issuing Authority to Issue and Renew Non-Exclusive Licenses, and Competition.

Licensee acknowledges and accepts the right of the Issuing Authority to issue and/or renew this and other non-exclusive Cable Licenses within its jurisdiction and the Issuing Authority recognizes that renewal rights shall be afforded Licensee consistent with state and federal law and in no event less favorable to Licensee than those rights set forth in 47 U.S.C. 546 as it exists on the date hereof.

- (a) This Renewal License shall not affect the right of the Issuing Authority to grant to any other person a license or right to occupy or use the streets, or portions thereof, for the construction, installation, operation or maintenance of a Cable Television System within the Town, or the right of the Issuing Authority to permit the use of the public ways and places of the Town for any purpose whatever. Licensee hereby acknowledges the Issuing Authority's right to make such grants and permit such uses. Issuing Authority shall not permit or authorize any person or entity to operate a cable system without a License or franchise as defined by 47 U.S.C. ch.522(9).

- (b) If the Town enters into any contract, license, agreement, or the like with an MVPP (multichannel video programming provider), which is not an affiliate of Licensee, the terms of that contract, license or agreement shall be on substantially equivalent terms and conditions contained in this agreement or such terms and conditions equitably modified to reflect any differences between this License and any additional license, contract or agreement in terms of benefit to the respective MVPP, including but not limited to, such considerations as (i) length of term; (ii) extent of service area; (iii) system design and construction specifications; (iv) the payment of any franchise fees; (v) any payments for the support of PEG access programming; (vi) any grants for capital equipment for PEG access programming; (vii) the provision of any service or service connections to schools or public buildings; (viii) the construction of an I-Net; and (ix) customer service standards. To the extent that any term of this License is less favorable and more burdensome to Licensee than those of an equivalent provision of such subsequent or additional MVPP license, contract or agreement, the Town, upon written request of the Licensee, after providing public notice, shall hold a public hearing to afford Licensee the opportunity to demonstrate the disparate nature of the terms of the additional license(s) and, following said hearing, the Town shall take actions to rectify said differences, including, but not limited to, amending the additional license, contract or agreement so that they are not on more favorable or less burdensome terms than the terms of this License, or amending this License so that its terms are not less favorable or more burdensome than those of any additional license, contract or agreement. In devising an appropriate remedy, the Town shall consider that, in certain instances, eliminating ongoing obligations after the implementing construction has been undertaken may be inadequate to provide meaningful relief.

2.3 Term.

The term of this Renewal License shall commence on January 18, 2000, and shall expire on January 17, 2010, unless sooner terminated as provided herein or surrendered.

SECTION 3

GENERAL REQUIREMENTS

3.1 Franchise Fees Not Deemed Taxes.

Licensee shall not apply or seek to apply or make any claim that all or any part of the Franchise Fees or other payments or contributions to be made by Licensee to the Issuing Authority pursuant to this Renewal License shall be deducted from or credited or offset against any taxes, fees or assessments of general applicability lawfully levied or imposed by the Town or any other governmental entity, including any such tax, fee or assessment imposed on both utilities and cable operators or their services.

3.2 Liability Insurance.

At all times during the term of the Renewal License, including the time for removal of facilities provided for herein, the Licensee shall obtain, pay all premiums for, and file with the Issuing Authority, on an annual basis, copies of the certificates of insurance for the following policies:

- (a) A general comprehensive liability policy naming the Town, its officers, boards, commissions, agents and employees as co-insureds on all claims on account of injury to or death of a person or persons occasioned by the construction, installation, maintenance or operation of the Cable Television System or alleged to have been so occasioned, with a minimum liability in the amount of one million dollars (\$1,000,000) for injury or death to any one person in any one occurrence and with two million dollars (\$2,000,000) for injury or death to two (2) or more persons in any one occurrence.
- (b) A property damage insurance policy naming the Town, its officers, boards, commissions, agents and employees as additional named insureds and saving them harmless from any and all claims of property damage, real or personal, occasioned or alleged to have been so occasioned by the construction, installation, maintenance or operation of the Cable Television System, with a minimum liability in the amount of one million dollars (\$1,000,000) for damage to the property of any one person in any one occurrence and two million dollars (\$2,000,000) for damage to the property of two (2) or more persons in any one occurrence.
- (c) Licensee shall not commence any Cable System reconstruction work or permit any subcontractor to commence work until all insurance required under this Renewal License and by Applicable Law has been obtained.

Said insurance shall be maintained in full force and effect until the expiration of this Renewal License.

3.3 Indemnification.

The Licensee shall, without charge to the Town, indemnify and hold harmless the Town, its officials, boards, commissions, agents or employees against all claims for damage due to the actions of the Licensee, its employees, officers or agents arising out of the construction, upgrade, installation, maintenance, operation and/or removal of the Cable Television System under this Renewal License, including without limitation, damage to persons or property, both real and personal, caused by the construction, upgrade, installation, operation, maintenance or removal of any structure, equipment, wire or cable installed.

- (a) In order for the Town to assert its rights to be indemnified, defended, or held harmless:
 - (1) The Town must promptly notify Licensee of any claim or legal proceeding which gives rise to such right;
 - (2) The Town shall afford the Licensee the opportunity to participate in and fully control any compromise, settlement or other resolution or disposition of such claim or proceeding, unless, however, the Town, in its sole discretion, determines that its interests cannot be represented in good faith by the Licensee; and,
 - (3) The Town shall fully cooperate with the reasonable requests of the Licensee in its participation in, and control, compromise, settlement or resolution or other disposition of such claim or proceeding, subject to subparagraph (2) above.
- (b) To the extent the Licensee makes payment pursuant to this section, it may require from the Town assignment of all right of recovery against any party.
- (c) The Town shall, at its sole cost and expense, to the extent lawful for local governments, indemnify and hold harmless Licensee against any claims arising out of the Town's gross negligence in its use of the Cable System. Indemnified expenses shall include all out-of-pocket expenses such as reasonable attorney's fees and shall also include the reasonable value of any services rendered by the Town.

3.4 Workers' Compensation Insurance.

Licensee shall obtain and maintain Workers' Compensation Insurance for all of Licensee's employees, and in case any work is sublet, Licensee shall require any subcontractor similarly to provide Workers' Compensation Insurance for all of their employees, all in compliance with State laws, and to fully indemnify the Issuing Authority from and against any and all claims arising out of the subcontractor's activities during the term of this License. Licensee hereby indemnifies the Issuing Authority for any and all costs, expenses (including reasonable attorneys' fees and disbursements of counsel), damages and liabilities incurred by the Issuing Authority as a result of any failure of either Licensee or any subcontractor to take out and maintain such insurance. Licensee shall provide the Issuing Authority with a certificate of insurance indicating Workers' Compensation coverage on the Effective Date.

3.5 Performance Bond.

- (a) The Licensee shall maintain at no cost to the Town throughout the term of the Renewal License a performance bond running to the Town, with good and sufficient surety by a company licensed to do business in the State in the sum of one hundred thousand dollars (\$100,000). Said bond shall be conditioned upon the faithful performance and discharge of all of the obligations imposed by this Renewal License.
- (b) The performance bond shall be effective throughout the term of this Renewal License, including the time for removal of all of the facilities provided for herein, and shall be conditioned that in the event that the Licensee shall fail to comply with any one or more provisions of this Renewal License, or fail to comply with any order, permit or direction of any department, agency, commission, board, division or office of the Town having jurisdiction over its acts, or to pay any claims, liens or taxes due the Town which arise by reason of the construction, upgrade, maintenance, operation or removal of the Cable Television System, the Town shall recover from the surety of such bond all damages suffered by the Town as a result thereof, pursuant to the provisions of Section 3.8(c).
- (c) Said bond shall be a continuing obligation of this Renewal License and thereafter until the Licensee has satisfied all of its obligations to the Town that may have arisen from the grant of the Renewal License or from the exercise of any privilege herein granted. In the event that the Town recovers from said surety, the Licensee shall take immediate steps to reinstate the performance bond to the appropriate amount required herein. Licensee shall replenish such bond within thirty (30) days of any such recovery. Neither this section, any bond accepted pursuant thereto, nor any damages recovered thereunder shall limit the liability of the Licensee under the Renewal License.

- (d) Nothing herein shall be deemed a waiver of the normal permit and bonding requirements made of all contractors working within the Town's right-of-way.

3.6 Procedure for Enforcing Renewal License.

- (a) In the event that the Issuing Authority has reason to believe that the Licensee has defaulted in the performance of any or several provisions of this Renewal License, except as excused by *force majeure*, the Issuing Authority shall notify the Licensee in writing, by certified mail, return receipt requested, of the provision or provisions which the Issuing Authority believes may have been in default and the details relating thereto. The Licensee shall have thirty (30) days from the receipt of such notice to:
 - (1) respond to the Issuing Authority in writing, contesting the Issuing Authority's assertion of default and providing such information or documentation as may be necessary to support the Licensee's position; or
 - (2) cure any such default (and provide written evidence of the same), or, in the event that by nature of the default, such default cannot be cured within such thirty (30) day period, to take reasonable steps to cure said default and diligently continue such efforts until said default is cured. The Licensee shall report to the Issuing Authority, in writing, by certified mail, return receipt requested, at fourteen (14) day intervals as to the Licensee's efforts, indicating the steps taken by the Licensee to cure said default and reporting the Licensee's progress until such default is cured.
- (b) In the event that the Licensee fails to respond to such notice of default and to cure the default within the required thirty (30) day or longer period as provided for in Sec. 3.7(a)(2) supra the Issuing Authority or its designee shall promptly schedule a public hearing no sooner than fourteen (14) days after written notice, by certified mail, return receipt requested, to the Licensee. The Licensee shall be provided reasonable opportunity to offer evidence and be heard at such public hearing. Within thirty (30) days after said public hearing, the Issuing Authority shall determine whether or not the Licensee is in default of any provision of this Renewal License. In the event that the Issuing Authority, after such hearings, determines that the Licensee is in such default, the Issuing Authority may determine to pursue any lawful remedy available to the Town.

(c)

In the event the Issuing Authority finds that a material violation or breach exists and that Licensee has not cured the same in satisfactory manner, has not diligently commenced correction of such violation or breach or has not diligently proceeded to fully remedy such violation or breach, Liquidated Damages shall be paid to the Issuing Authority, subject to Sections 3.7(a) and (b) above. Any such liquidated damages shall be assessed as of the date Licensee receives written notice, by certified mail, of the provision or provisions which the Issuing Authority believes are in default; provided, however, that such damages shall not be assessed during the period from the time Licensee responds to such notice until the Issuing Authority determines that the Licensee is in default in compliance with Sec. 3.7(c) above.

- (1) For failure under normal operating conditions to comply with the FCC Customer Service Obligations in accordance with Sec. 7.13, one hundred dollars per day (\$100.00) that any such non-compliance continues.
- (2) For failure to comply with filing deadlines as required by this License or applicable law, fifty dollars per day (\$50.00) that any such non-compliance continues.

3.7 Reservation of Rights.

No decision by the Issuing Authority or the Licensee to invoke any remedy under this Renewal License or under any statute, law or ordinance shall preclude the availability of any other such remedy.

3.8 Termination.

Upon termination of this Renewal License by passage of time or otherwise, and unless (1) the Licensee renews its Renewal License for another renewal term or (2) the Licensee transfers the Cable Television System to a transferee approved or deemed approved by the Issuing Authority pursuant to Applicable Law, the Licensee shall remove all of its supporting structures, poles, transmission and distribution systems, and all other appurtenances from the Public Ways and places and shall restore all such areas to their original condition. If such removal is not completed within six (6) months after such termination, the Issuing Authority may deem any property not removed as having been abandoned and may dispose of any such property in any way or manner it deems appropriate.

3.9 Proceeding Upon Expiration or Revocation.

In the event that this Renewal License is revoked, and all appeals have been exhausted, or that it expires, and that the Issuing Authority determines not to renew this Renewal License and all appeals have been exhausted, the Issuing Authority and the Licensee shall implement the provisions of Section 627 of the Cable Act, by transferring the cable system to the Town or a subsequent licensee pursuant to 47 U.S.C. § 547.

3.10 Police and Regulatory Powers.

By executing this Renewal License, the Licensee acknowledges that its rights are subject to the lawful powers of the Town to adopt and enforce resolutions necessary to the safety and welfare of the public and of general applicability and not specific to this Renewal License or to cable operators. Any conflict between the terms of this Renewal License and any such exercise of the Town's police and regulatory powers shall be resolved in favor of the latter.

SECTION 4. SYSTEM –DESIGN AND OPERATION

4.1 Standard/Non-Standard Installations.

- (a) Subject to Sec. 4.6 and subsections (b) and (c) below, Licensee shall run its lines along every public way and shall make its service available to every residential dwelling unit and commercial establishment in the service area of the Town, regardless of the type of dwelling or establishment or its geographical location, unless legally prevented from doing so.
- (b) All new public ways within the Town limits, subject to Sec. 4.6, shall have service made available within a reasonable interval of the time of construction of the new public way.
- (c) Any dwelling unit within 300 feet of the existing Cable System plant shall be entitled to a standard aerial installation rate. Any aerial installation over 300 feet from the existing cable plant requiring trunk or distribution type construction shall be considered non-standard and shall be provided at a rate based upon actual costs and a reasonable return on investment. The Licensee may reasonably charge Subscribers for customized installations.
- (d) Underground installation shall be considered standard and therefore subject to standard underground installation rates within 300 feet of the existing cable plant, provided no trunk or distribution type construction is required and subsurface is dirt or similar soft surface. Underground installations within 300 feet of the existing cable plant requiring trunk or distribution type construction or involving a hard surface or that require boring through rock or under sidewalks, street, flower bedding, etc., are considered non-standard installations and shall be provided at a rate based upon actual costs and a reasonable return on investment. Installations more than 300 feet from existing Cable System plant requiring trunk or distribution type construction or involving a hard (concrete, asphalt, etc.) surface shall be provided at a rate based upon actual costs and a reasonable return on investment.

4.2 Future System Modifications.

- (a) The Issuing Authority shall hold a performance evaluation session during years 3, 6 and 9 (see, Exhibit D, Schedule of Performance Evaluations). All such evaluation sessions shall be open to the public. The purpose of said evaluation session shall be, among other things to review Licensee's compliance with the terms and conditions of this license and to hear comments and suggestions from the public. At any evaluation session, if requested by the Issuing Authority in writing pursuant to subsection (d) below, Licensee shall report on improvements to the Cable System, and on relevant technology being used in its systems on a national basis.
- (b) At such evaluation session Licensee shall review with the Issuing Authority changes in relevant telecommunications technology (as defined below) that might benefit Licensee's Subscribers. Such review may take into account relevant telecommunications technology, the characteristics of the existing system, the benefits to Subscribers of any upgrade in relevant telecommunications technology, the cost to Subscribers of any such upgrade, the technical feasibility of upgrading the existing system, the demand for such upgrade or change in technology, the remaining life of the license over which the cost of such upgrade would have to be amortized, Licensee's unamortized investment in the existing system, and additional factors that the Licensee or the issuing Authority deem relevant.
- (c) If, based on the review of relevant telecommunications technology, the Issuing Authority and the Licensee determine that an upgrade or change in the technology of the Cable System is necessary, the parties shall amend this license to establish the terms and conditions for an upgrade or change in relevant telecommunications technology, provided that the term of this license shall not be changed by any such amendment.
- (d) For purposes of this section, "relevant telecommunications technology" shall be defined as those technologies that the Licensee and the Issuing Authority in good faith agree to be included in this Renewal License, subject to 47 U.S.C. §§ 541(b) and 544(c).
- (e) Nothing in this section shall be deemed to prohibit Licensee from upgrading its system with any telecommunications technology at its own discretion.
- (f) At least 60 days prior to any such performance evaluation session and in order to provide Licensee with adequate time to prepare for such session, the Issuing Authority shall provide Licensee with a list of specific matters to be discussed at the session. At least 30 days prior to the session, Licensee will provide Issuing Authority with a list of additional matters to

be discussed at the session. If there are material issue(s) raised at the performance evaluation session which are not, in the Issuing Authority's reasonable judgment, fully addressed at the session, then Licensee shall use its best efforts to report back to the Issuing Authority on such issue(s) within 30 days following the close of the performance evaluation session.

- (g) Upon receipt of complaints, the Issuing Authority may request, and the Licensee agrees to make available the latest copies of reports such as the FCC proofs of performance and telephone statistics (e.g., for the location responsible for answering calls initiated in the Town, average daily calls, time spent on hold and numbers of uncompleted calls).

4.3 Institutional Network.

- (a) Licensee shall design, modify, upgrade or rebuild the I-Net as necessary so that the I-Net shall be capable of transmitting, between public buildings and other institutions, including the North Middlesex Regional High School located in Townsend on the Townsend-Pepperell border, on the I-Net, among other things: electronic mail, internet access, data transmissions, and interactive teaching.
- (b) The Licensee shall operate the Institutional Network ("I-Net") built in accordance with Exhibit D. Licensee shall maintain the I-Net to meet FCC Technical Standards. Licensee shall make repairs to the I-Net within a reasonable time after notice of a repair need. The Licensee shall provide I-Net drops to the public buildings and/or institutions designated by the Issuing Authority in Exhibit A.
- (c) In the event that the Town seeks third-party vendors to manage its use of the I-Net; the Town shall give the Licensee the option of providing such management services, provided that such services are offered to the Town at a competitive rate in compliance with Applicable Laws.
- (d) The I-Net shall be interconnected with the Subscriber Network at the headend or such other location at the discretion of the Licensee. All remote I-Net transmissions shall be sent on an Upstream Channel to the Headend, or other location. This part (d) refers to video transmissions.
- (e) The Licensee shall have the sole responsibility for maintaining the I-Net for the term of this Renewal License, except for equipment not directly under its control or ownership. The Licensee shall be responsible for all necessary inspections and performance tests of the I-Net.

- (g) The Licensee shall charge the Town on a time and materials basis for a service call directly associated with the I-Net's inability to operate correctly due to equipment not under the licensee's control or ownership.
- (g) Licensee shall determine and assign the transmit and receive frequencies for all I-Net users.
- (h) [omitted by agreement]
- (i) The parties to this Renewal License understand and agree that Licensee's obligations under Sec. 4.3 are confined to the above (a)-(h) and that the overall design, purchase and installation, and subsequent maintenance and repair, of the Town's municipal data transmission system and end-user equipment associated therewith – including but not limited to servers, routers and the like – are the sole responsibility of and at the sole expense of the Town.

4.4 Emergency Alert Capability.

Licensee shall at all times comply with Applicable Laws regarding the provision of an emergency alert system to transmit an emergency alert signal to all Subscribers in the event of disaster or public emergency.

4.5 Parental Control Lock.

Licensee shall provide, for sale or lease, to Subscribers, upon request, a parental control locking device or digital code that permits inhibiting the video and audio portions of any Channels offered by Licensee.

4.6 Geographical Coverage.

- (a) It is agreed that at the Execution Date of this License all primary populated areas of the Town have been wired for cable service. Extensions of lines and creation of new parts of the service area beyond the plant existing at the stated date, shall be provided as follows: 1. New subdivisions shall be cabled in accordance with 4.6(b) infra; 2. Service shall be extended to public ways along which homes are present in a density of not less than twenty (20) homes per mile; 3. Service shall be provided to dwellings falling outside the provisions of (a) and (b) in accordance with (c) below.
- (b) Under normal operating conditions, Licensee shall provide Cable Service to any newly constructed subdivision in the Town within 90 days of the receipt of a request to serve a Subscriber in such subdivision. Licensee will lay its plant while the developer has the common utility trench open, so long as there are no fees charged by the developer and Licensee is given ten (10) days advance notice of the trench opening.

- (c) Requests for service for dwellings not in new subdivisions or along public ways with housing density of not less than twenty (20) homes per mile shall be considered on a case-by-case basis, and service may be rendered if logistically and economically feasible for Licensee and if Licensee is able to negotiate a cost-sharing agreement with the requesting party.

4.7 Underground Facilities.

At such times as telephone and electric utility lines are placed underground by the telephone and electric utility companies or are required to be placed underground by the Town, the Licensee shall likewise place its facilities underground, subject to M.G.L. c. 166, § 22 *et seq.* Underground cable lines shall be placed beneath the pavement subgrade in compliance with Applicable Law. It is the policy of the Town that existing poles for electric and communication purposes be utilized wherever possible and that underground installation is preferable to the placement of additional poles. In circumstances where underground installation cannot reasonably be used, Licensee may use aerial installation.

4.8 Technical Standards.

With respect to both the Subscriber Network and the I-Net, Licensee shall comply at all times with all applicable FCC Rules and Regulations, including, but not limited to, 47CFR Part 76, Subpart K (Technical Standards), as amended. Where there exists evidence, in the reasonable judgment of the Issuing Authority, that the reliability or technical quality of the Cable Service does not meet the standards of said 47 CFR Part 76, Subpart K., the Issuing Authority shall have the authority to require the Licensee to test, analyze and report on the performance of the Cable Television System. The Licensee shall perform such testing and shall prepare a report, if requested, within thirty (30) days after a request for the same.

Said report shall include the following information:

- (1) The nature of the complaint or problem which precipitated the special tests;
- (2) The channels and system components, if any, tested;
- (3) The equipment used and procedures employed in the testing;
- (4) The method, if any, in which the complaint or problem was resolved;
- (5) Any other information pertinent to said tests or problem resolution which may be requested.

At the conclusion of said thirty (30) day period, additional tests may be required by the Issuing Authority, supervised by a professional engineer on terms satisfactory to both the Licensee and the Issuing Authority. The Issuing Authority shall pay for the costs of such engineer only if the tests performed pursuant to this subparagraph show that the quality of service is at or above the technical standards contained in said 47 CFR Part 76, Subpart K.

4.9 Right of Inspection.

The Issuing Authority shall have the right to inspect all construction, reconstruction or installation work performed by Licensee under the provisions of this Renewal License and Applicable Laws, apart from inspections required by the Town's grant of location process, to ensure Licensee's compliance and to protect the health, safety and welfare of the Issuing Authority's citizens. Unless otherwise agreed in writing, the Issuing Authority shall give Licensee at least seven (7) days prior written notice of any such inspection. Licensee shall have the right to be present at any such inspection. Any such inspection shall not interfere with the Licensee's operations and the Town's inspector shall be paid by the Town.

4.10 Construction Maps.

Upon request, the Licensee shall file with the Issuing Authority or its designee, electronic strand maps of all existing and newly constructed Cable System, prepared in Autocad DWG or Focus DGN.

4.11 Tree Trimming.

In the installation of amplifiers, poles, other appliances or equipment and in stringing of cables or wires as authorized herein, the Licensee shall avoid all unnecessary damage and/or injury to any and all shade trees in and along the Public Ways and places, and private property in the Town. The Licensee shall be subject to M.G.L. c. 87. All tree or root trimming or pruning provided for herein shall be done pursuant to Applicable Laws.

4.12 Restoration to Prior Condition.

Whenever the Licensee takes up or disturbs any pavement, sidewalk or other improvement of any Public Way or public place, the same shall be replaced and the surface disturbed restored in as good condition as before entry as soon as practicable. If the Licensee fails to make such restoration within a reasonable time, the Issuing Authority may fix a reasonable time for such restoration and repairs and shall notify the Licensee in writing of the restoration and repairs required and the time fixed for performance thereof. Upon failure of the Licensee to comply within the specified time period, the Issuing Authority may cause proper restoration and repairs to be made and the reasonable expense of such work shall be paid by the Licensee upon demand by the Issuing Authority.

4.13 Cable Modems for Schools and Libraries.

Licensee shall provide, at no cost to the Town, one cable modem in every public school or library designated by the Town, including North Middlesex Regional High School. Users shall have the right to attach equipment which Licensee has reasonably determined to be compatible with the wiring and equipment of the Cable Television System.

SECTION 5. SERVICES AND PROGRAMMING

5.1 Services and Programming.

The Licensee shall provide the Issuing Authority with a list of programming services and other services offered, which list shall be attached hereto as Exhibit B (the "Services List"). The Services List shall include all applicable charges and pricing schedules. The Licensee shall not alter the number of program services or other services or any charges or pricing schedules without thirty (30) days prior written notification to the Issuing Authority and System Subscribers subject to Applicable Laws.

- (a) Except as required by applicable law, all programming decisions are at the sole discretion of the Licensee and may be subject to change from time to time.
- (b) To the extent required by Applicable Law, the Licensee shall provide Basic Service, which shall include at least all broadcast television signals in the Pepperell, Massachusetts area which Licensee is required to carry and the Downstream Channels for PEG Access use.
- (c) The Licensee reserves its rights to Scramble or otherwise encode any cable channel(s) to protect the Licensee from unauthorized reception of its Signals to the extent allowed by Applicable Law.

5.2 Leased Channel Service.

Licensee shall offer leased channel service on reasonable terms and conditions and in accordance with Applicable Law.

SECTION 6. SUPPORT FOR LOCAL PEG ACCESS

6.1 PEG Access Programming Funding.

- (a) The Town may require, and the Licensee shall accordingly provide an annual "Operating Grant" payment to the Town or to the designated Access Corporation for PEG Access or cable-related purposes up to a maximum per annum of 4.75% of the Licensee's Gross Annual Revenues. Said funding may be used for purposes designated by the Town, including but not limited to, salary, operating and other related expenses connected with PEG Access operations or other cable-related purposes. Such payments shall be included in the Franchise Fee for purposes of any applicable federal limitation on Franchise Fees and shall be considered an External Cost under applicable law, billable to subscribers. Licensee shall inform the Town by March 1 annually of its Gross Annual Revenues for the year ending the preceding December 31. The Town, at its annual Town Meeting each May, shall appropriate a sum not to exceed 4.75% of the figure reported by Licensee on March 1 and the sum appropriated shall be due and payable not later than December 20 of each year. Each payment shall be accompanied by a report in such form as the Town may reasonably request showing the computation of the payment. The first such payment under this Renewal License shall be computed, as stipulated above, based on Gross Annual Revenues for Licensee's fiscal years 2000 and 2001. Licensee shall inform the Town of the 2000/2001 figure within thirty (30) days of the Execution Date of this License; the Town shall appropriate up to 4.75% of said amount in May, with part of the ensuing payment due and payable by December 20, 2002 and, for this first payment only, in part by April 1, 2003.
- (b) If there is no Access Corporation, the Licensee shall employ an Access Director. The Director shall be a 20 hours/week employee of the Licensee whose time shall be devoted to PEG activity in the Town of Pepperell. The Director shall be responsible for coordination of the cablecasting of local origination and Access programming, development of (though not the actual production of) access programming, delivering training in the use of Access equipment and facilities to Town residents and organizations, scheduling use of Access equipment and facilities, supervision of interns and volunteers, and providing schedules of programming carried on Access channels to the local media.
- (c) The annual funding required herein for PEG Access programming is subject to the provision that all PEG Access programming produced in the Town with said funding shall be cablecast on one of the PEG Access Channels designated on the Licensee's Cable System in the Town unless

permission otherwise is granted in writing by the Licensee; provided, however, that such PEG Access programming produced in the Town may be made available to other providers of video programming in the Town, if any, upon payment to the Town of equivalent annual consideration to that found in Section 6.1(a) herein.

- (d) If the Issuing Authority chooses to designate a non-profit organization to operate and manage PEG Access, the Issuing Authority shall notify the Licensee in writing of such change, and the annual funding payments shall be made to the designated non-profit organization.

6.2 Drops and Service Provided to Public Buildings.

- (a) The Licensee shall provide, install and maintain a Cable Drop and Outlet, and the monthly Basic and Expanded Basic Service (including those analog non-premium, non-pay-per-view satellite services carried on the Cable System by the Licensee) that may be received without an analog converter or digital receiver, without charge to the Town, to any police and fire stations, public libraries and other municipal buildings along the cable route which are designated in writing by the Issuing Authority in Exhibit A. The same shall apply to municipal buildings that may be designated in the future by the Issuing Authority if serviceable by a drop of up to 300 feet. However, the foregoing notwithstanding, if any later request necessitates line extension or addition of electronics to lines, the Issuing Authority and Licensee shall negotiate in good faith as to how, if at all, said request may be fulfilled.

6.3 Drops and Service to Public Schools.

- (a) The Licensee shall continue to provide, without charge to the School Department, one (1) Subscriber Cable Drop with a number of outlets as agreed upon by the licensee and the School Department as well as the monthly Expanded Basic Service including those analog non-premium, non-pay-per-view satellite Services, carried on the Cable System by the Licensee that may be received without an analog converter or digital receiver, and one cable modem to each public school, for use with one or two computers, listed in Exhibit A. Licensee shall also provide a drop and outlet(s), cable modem and the service indicated to any public school constructed in Pepperell during the term of this Renewal License. The Licensee shall maintain such outlets, and modems for normal wear and tear; provided, however, that the School Department shall be responsible for repairs or replacement necessitated by any acts of vandalism or theft.
- (b) The locations of said drops and outlets shall be coordinated between the Issuing Authority or its designee, the School Department and Licensee.

6.4 PEG Access Channels.

- (a) Within thirty days of the Execution Date, the Licensee shall make available to the Town, three (3) Channels, on the Subscriber Network for PEG Access purposes. All channels shall be able to be simultaneously broadcast.
- (b) Said PEG Access Channels shall be used to transmit PEG Access programming to Subscribers at no charge to Access Producers, and shall be subject to the control and management of the Issuing Authority.
- (c) The North Middlesex Regional High School, located in Townsend, MA, shall be connected to the Pepperell cable plant in such a way that the subscribers of the Townsend cable plant and Pepperell cable plant are capable of receiving live broadcasts simultaneously.
- (d) During the first seven (7) years of this Renewal License, Licensee shall provide the Town with an Access Studio located within the Town for the use of the residents of the Town. Said studio shall have hardwire connections to the Access Channels and the I-Net. Licensee shall make allowance for evening and weekend use of the studio by access producers. Said studio shall be approximately 16x20 feet with an additional edit/storage area of approximately 10x8 feet and a separate control room of approximately 10x12 feet. By the third quarter of the seventh (7th) License year, the Issuing Authority shall inform Licensee if it desires to take over studio and all other PEG access operations in the Town -- including staffing; ownership, maintenance, repair and replacement of all equipment; and rental and operation of a studio -- for the last three (3) years of the License term. If the Issuing Authority so elects, Licensee shall cooperate in effecting the transfer of control by January 1st of the eighth (8th) License year. Such transfer shall not be reversible.

6.5 Equipment Ownership.

- (a) The Town shall own all PEG Access equipment purchased with funding pursuant to Section 6.1(a). The Town shall have the obligation to maintain, repair or replace all such PEG Access equipment as necessary due to damage from normal wear and tear and to maintain the function of any such PEG Access equipment.

6.6 Censorship.

Neither the Town nor the Licensee shall engage in any program censorship or any other control of the content of the PEG Access Programming, on the Cable System, except as otherwise required or permitted by Applicable Law.

6.7 Licensee's PEG Access Obligations.

Except for the specific obligations of the Licensee regarding PEG Access in this Article 6 herein, the Licensee shall not have any other responsibilities for PEG Access.

6.8 Licensee's Financial Commitment.

The Licensee in any event shall not be liable for a total financial commitment pursuant to this Renewal License and Applicable Law including but not limited to state and federal License Fees and Franchise Fees, and PEG Access expenses, in excess of five percent (5%) of its Gross Annual Revenues.

6.9 PEG Access Programming.

For the purposes of this Section, "non-commercial PEG Access Programming" means programming in any form, (1) which is produced by an individual whose primary purpose for producing or distributing the programming over the Cable System is not to promote or advance any for-profit business, or (2) which is produced by a company or other entity which is a non-profit entity, or (3) which does not have as its primary purpose the promotion or advancement of any for-profit business, or (4) for which no compensation, consideration or remuneration is paid or given to its producer to support its production or distribution. This shall not limit the ability of any individual or entity to support programming and receive donor acknowledgment consistent with FCC regulations.

6.10 Relocation of PEG Channels.

If Licensee relocates any PEG Access Channel to a different channel number, Licensee shall reimburse the Issuing Authority up to \$1,000 per Channel for costs and expenses incurred by the Town for new or modified equipment necessitated by such relocation.

SECTION 7. REGULATION

7.1 License Regulation.

The License renewed under this Renewal License shall be subject to regulation by the Issuing Authority in accordance with all of the provisions of this Renewal License and Applicable Law.

7.2 *Force Majeure.*

In the event the Licensee's performance of any of the terms, conditions, obligations or requirements of this Renewal License is prevented or impaired due to any cause beyond its reasonable control, such inability to perform shall be deemed to be excused for the period of such inability and no penalties or sanctions shall be imposed as a result thereof, provided Licensee has notified the Issuing Authority in writing within ten (10) days of its discovery of the occurrence of such an event. Such causes beyond Licensee's reasonable control shall include, but shall not be limited to, acts of God, civil emergencies and labor unrest or strikes, untimely delivery of equipment, inability of Licensee to obtain access to an individual's property and inability of Licensee to secure all necessary permits to utilize utility poles and conduit so long as Licensee utilizes due diligence to timely obtain said permits.

7.3 Publication.

A written schedule of all rates shall be available upon request during business hours at the Licensee's business office. Nothing in this Renewal License shall be construed to prohibit the reduction or waiver of charges in conjunction with promotional campaigns for the purpose of attracting or maintaining subscribers.

7.4 License Fee Entitlement.

The License Fee payments shall be in addition to and shall not constitute an offset or credit against any and all taxes or other fees or charges of general applicability which the Licensee or any Affiliated Person shall be required to pay to the Town, or to any State or federal agency or authority, as required herein or by law; the payment of said taxes, fees or charges shall not constitute a credit or offset against the License Fee payments all of which shall be separate and distinct obligations of the Licensee and each Affiliated Person. The Licensee herein agrees that no such taxes, fees or charges shall be used as offsets or credits against the License Fee payments.

7.5 Payments to assist Town with License Transfer Costs.

The Licensee shall pay to the Town the costs of the Town's reasonable consulting costs and other reasonable expenses directly related to the license transfer process. These costs include consultant fees, postage, legal costs, and any other reasonable expenses relating to the transfer process.

7.6 Regulation of and Compliance with License Agreement.

Issuing Authority and/or its designee shall be responsible for the day to day regulation of the Cable Television System, subject to Applicable Law. The Issuing Authority and/or its designee shall monitor and enforce the Licensee's compliance with the terms and conditions of this renewal License, and shall conduct a full compliance review in the years 3, 6 and 9 (See section 4.3 and Exhibit C, Schedule of Performance Evaluations).

7.7 Non-Discrimination.

The Licensee shall not discriminate against any Person in its solicitation, service or access activities, if applicable, on the basis of race, color, creed, religion, ancestry, national origin, geographical location within the Town, sexual preference, disability, age, marital status, or status with regard to public assistance. The Licensee shall be subject to all other requirements of federal and State laws or regulations relating to nondiscrimination through the term of the Renewal License.

7.8 Resolution of Future Disputes.

To aid in the analysis and resolution of any future disputed matters relative to this Renewal License, the Licensee and the Town may, by mutual written agreement (both as to whether or not to hire and whom to hire), employ the services of technical, financial and/or legal consultants. All reasonable fees of any such consultant so hired shall, unless the parties otherwise agree in writing, and in advance of any such hiring, be paid equally by the Licensee and the Town.

7.9 Customer Service Office.

For the entire term of this Renewal License, the Licensee shall maintain, operate and staff a full-time customer service office in the Town for the purpose of receiving customer inquiries and complaints, made in person, including without limitation, those regarding billing, service, installation, equipment malfunctions and answering general inquiries. This office shall be open during Normal Business Hours.

7.10 FCC Customer Service Obligations.

The Licensee shall endeavor under its normal operating conditions to comply with the FCC's Customer Service Obligations, codified at 47 U.S.C. § 76.309, as they may be amended from time to time.

7.11 Remote Control Devices.

The Licensee shall allow its Subscribers to purchase, from legal and authorized parties other than the Licensee, own, utilize and program remote control devices which are compatible with the Converter(s) provided by the Licensee. The Licensee takes no responsibility for changes in its equipment which might make inoperable the remote control devices acquired by Subscribers.

7.12 Employee Identification Cards.

All of the Licensee's employees entering upon private property, in connection with the construction, installation, maintenance and/or operation of the Cable System including repair and sales personnel, shall be required to wear an employee identification card issued by the Licensee and bearing a picture of said employee. If such employee(s) is not wearing such a photo-identification card or does not produce it upon request and, as a result, is not admitted to a Subscriber's home, such visit shall be deemed to be a missed service visit by the Licensee.

7.13 Protection of Subscriber Privacy.

The Licensee shall respect the rights of privacy of every Subscriber and/or User of the Cable Television System and shall not violate such rights through the use of any device or Signal associated with the Cable Television System, as required by Applicable Law.

7.14 Written Privacy Notice.

At the time of entering into an agreement to provide any Cable Service or other service to a Subscriber, and annually thereafter to all Cable System Subscribers, the Licensee shall provide Subscribers with written notice, as required by Section 631(a)(i) of the Cable Act, which at a minimum, clearly and conspicuously explains the Licensee's practices regarding the collection, retention, uses, and dissemination of personal subscriber information, and describing the Licensee's policy for the protection of subscriber privacy.

7.15 Request for Additional Information.

- (a) At any time during the term of this Renewal License, upon the reasonable request of the Issuing Authority, the Licensee shall not unreasonably deny any requests for further information which may be required to establish the Licensee's compliance with its obligations pursuant to this Renewal License and subject to Section 7.16.
- (b) In the event that Licensee surveys the Subscribers to test for response to particular programming preferences, or for other reasons, it shall, upon request of the Issuing Authority, share the results of its programming surveys.

7.16 Proprietary and Confidential Information.

If the Licensee believes that any documentation requested by the Issuing Authority involves proprietary information, then the Licensee shall submit the information to its counsel, who shall confer with the Town Attorney for a determination of the validity of the Licensee's claim of a proprietary interest.

7.17 Entire Agreement.

This instrument contains the entire agreement between the parties, supersedes all prior agreements or proposals except as specifically incorporated herein, and cannot be changed orally but only by an instrument in writing executed by the parties.

7.18 Captions.

The captions to sections throughout this Renewal License are intended solely to facilitate reading and reference to the sections and provisions of the Renewal License. Such captions shall not affect the meaning or interpretation of the Renewal License.

7.19 Severability and Preemption.

Should any conflict arise between the terms herein and applicable federal or state law, then the applicable law shall control. If any section, sentence, paragraph, term or provision of this Renewal License is determined to be illegal, invalid or unconstitutional by any court of competent jurisdiction or by any State or federal regulatory agency having jurisdiction thereof, such determination shall have no effect on the validity of any other section, sentence, paragraph, term or provision hereof, all of which shall remain in full force and effect for the term of this Renewal License.

7.20 Acts or Omissions of Affiliates.

During the term of this Renewal License, the Licensee shall be liable for the acts or omission of its Affiliates while such Affiliates are involved directly or indirectly in the construction, upgrade, installation, maintenance or operation of the Cable Television System as if the acts or omissions of such Affiliates were the acts or omissions of the Licensee.

7.21 Renewal License Exhibits.

Unless otherwise indicated, the Exhibits to this Renewal License, attached hereto, and all portions thereof, are incorporated herein by this reference and expressly made a part of this Renewal License.

7.22 Warranties.

Licensee and the Issuing Authority each warrant, represent, acknowledge and agree that at or before the Execution Date, each has the requisite power and authority under Applicable Law and organizational documents and is duly authorized to enter into and legally bind each of them to this Renewal License and to take all actions necessary to perform all of its obligations pursuant to this Renewal License.

7.23 Applicability of Renewal License.

All of the provisions in this Renewal License shall apply to the Town, the Licensee, and their respective successors and assignees.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal as of the date first above written.

**CHARTER COMMUNICATIONS
ENTERTAINMENT I, LLC**

TOWN OF PEPPERELL

By: _____

Date: _____

Board of Selectmen

Date: February 25, 2002

Exhibit A

SERVICE TO TOWN BUILDINGS:

("standard cable (video)" connections are assumed to have e-mail/internet capacity, with the Town retaining the option to contract with Charter for the service)

INET Connections:

Town Hall	1 Main St.	also standard cable (video) and broadcast
Public Safety Complex	59 Main St.	also standard cable (video)
Highway Department	45 Lowell Rd.	also standard cable (video)
Water Department	15 Canal St.	also standard cable (video) (to be wired by 3 rd quarter of 2003)
Sewer Department	47 Nashua Rd.	also standard cable (video) (to be wired by 3 rd quarter of 2003)
Lawrence Library	15 Main St.	also standard cable (video)

Broadcast Sites:

[Town Hall already noted above]

Community Center	Hollis St.	also standard cable (video)
Senior Center (new)	Nashua Rd.	also standard cable (video)
Varnum Brook School	Hollis St.	(see also sec. 6.3)
Nissitisset Middle School	Hollis St.	(see also sec. 6.3)
Peter Fitzpatrick School	Main St.	(see also sec. 6.3)
NMRSD High School	Townsend	(see also sec. 6.3)

Standard Cable (video) Connections:

Park Street Fire Station	Park St.
Jersey Street Fire Station	Jersey St.
Cemetery Building	Heald St.

Exhibit B

PEPPERELL PEG ACCESS STUDIO EQUIPMENT LIST
(all equipment operative as of Execution Date)

PANASONIC EQUIPMENT

- (1) DS-840 SVHS SLO-MO EDIT DECK
- (2) DS-555 SVHS EDIT DECK
- (1) A850 A/B/CD ROLL EDIT CONTROLLER
- (5) AG-7 150 SVHS DECK
- (2) AG-7350 SVHS DECK
- (3) AG-5200 VHS DECK
- (1) AG-6300 VHS DECK
- (1) WJMX-50 SWITCHER
- (1) WJMX-20 SWITCHER
- (1) BT-51300N 13" MONITOR
- (2) BT-5702N 5" MONITOR
- (2) CT-2083VY 25" MONITOR RECEIVER
- (2) WJ-220 SWITCHER
- (2) AG-456U CAMCORDER
- (2) CT-110MA 10" MONITOR
- (2) 3/4" U-MATIC DECK

SONY

- (2) VO-5600 3/4" DECK
- (2) VO-7600 3/4" DECK

JVC

- (2) BY-1 10 CAMERA WI 50 CABLE / CONTROLLERS
- (2) RS-1 10 CAMERA CONTROL UNIT
- (2) 5" FIELD MONITOR
- (1) JVC KM-2000 SWITCHER

RADIO SHACK

- (3) WIRELESS 48MHz 2-WAY HEADSETS
- (1) 2-WAY INTERCOM STATION
- (1) AUDIO/VIDEO SELECTOR SWITCH

BOGEN

- (2) 7150 TRIPOD
- (3) 3068 TRIPOD
- (4) 3067 DOLLY

HITACHI

- (1) V-099 WAVEFORM
- (1) V-089 VECTORSCOPE

LEIGHTRONIX

- (1) MIINI-T-PRO AUTOMATED SYSTEM
- (5) PRPA CONTROL CABLES

VIDEONICS

- (1) TM-2000 TITLEMAKER

AMKA

- (1) 2500 v4.1 VIDEO TOASTER Wi KEYBOARD / MOMTOR / CD-ROM

PELCO

- (1) DAIO4DT DISTIBUTION AMPLIFIER
- (1) 4 INPUT SWITCHER

TECHNICS

- (1) SL-PD887 CD PLAYER

PROFORMANCE

- (1) CASSETTE RECORDER / PLAYER

RAMSA

- (1) WR-554412 AUDIO MIXER

PENVEY

- (1) AUDIO MIXER

FURMAN

- (3) PL-PLUS POWER CONDITIONER

KNDX

- (1) 4X4 ROUTING SWITCHER

MAGMI

- (1) MM-400 WAVEFORM / VECTORSCOPE

CROWN

- (1) D-75 AMP

SENTRY

(2) 100A SPEAKERS

NOVA

(1) TBC-1000

ALPHAGEN

(1) MAGICBOX CHARACTER GENERATOR

COMPREHENSIVE

(1) CVAVB-5 AUDIO / VIDEO DISTRIBUTION AMPLIFIER

KLIEGL

(3) SCOOP

(1) SPOTLIGHT

(1) BACK LIGHT

LOWELL

(1) DP LIGHT MT

PORTA-COM

(1) 6 PIECE 2-WAY STUDIO HEADSET KIT

MUSIC LIBRARY

(1) MUSIC BAKERY SET

(1) MUSIC - Q SET

(1) MUSIC-2-HUE SET

(1) CHAMELEON SET

SAMSON

(5) ST-2 WIRELESS HANDHELD MICROPHONE

BEYER

(1) BEYERDYNAMIC ME80E SHOTGUN MICROPHONE WITH WINDSCREEN 7
HARDCASE

ELECTRO-VOICE

(1) E090 LAVALIER MICROPHONE

AUDIO-TECHNICA

(3) AT803B LAVALIER MICROPHONES

SHURE

(8) VP64A HANDHELD MICROPHONE
(3) WH10XLR HEADSET MICROPHONE
(2) MX391 I/O MICROFLEX MICROPHONE
(3) WL183 LAVALIER MICROPHONE
(3) VPX-CU WIRELESS MICROPHONE SYSTEM

ATLAS

(9) DESK MICROPHONE STANDS
(1) FLOOR MICROPHONE STAND

WINSTEAD

(6) SHELVES
(12) RACK SLIDE KITS

GNV

(1) DUPLICATION CONTROL

SCIENTIFIC - ATLANTA

(3) EQUIPMENT RACKS

ESE

(1) 209A 1X12 VIDEO/STEREO AUDIO DISTRIBUTION AMPLIFIER

APV

(1) APV-I00 1X6 VIDEO SWITCHER

MISCELLANEOUS EQUIPMENT

STUDIO CURTAINS

STUDIO LAMPS

CABLES

-XLR-XLR

-XLR-MINI

-XLR-1/4" PHONE

-RCA-RCA

-BNC-BNC

-S VHS-S VHS

-MIM-MINI

-1/4" PHONERCA

BATTERIES FOR CAMCORDERS / LIGHTS / MICROPHONES

Exhibit C Schedule of Performance Evaluations

January 30, 2003 and to be concluded by March 1, 2003

January 30, 2006 and to be concluded by March 1, 2006

January 30, 2009 and to be concluded by March 1, 2009

Exhibit D Data Cable Infrastructure